

MORTGAGE DEED

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 12th day of May, 19 82
between Freddie Lee Moody and wife, Dell Edmondson Moody

the party of the first part, and First National Bank of Columbiana, Columbiana, Ala., party of the second part,

WITNESSETH, that the party of the first part being indebted to the party of the second part in the sum of \$8,000.00
Eight-thousand and no/100----- DOLLARS,
together with interest from date as set out in said note
due by one promissory note(s) of this date 96 equal monthly payments in the amount of
\$152.97 each; the first payment due June 11, 1982 and one payment due the 11th day
of each successive month thereafter until said indebtedness is paid in full

and being desirous of securing the payment of the same, and any other indebtedness to the owner or holder hereof, whether
heretofore or hereafter incurred, and whether or not of the same general kind of indebtedness as that secured by this mort-
gage, and whether the makers of this mortgage owe said other indebtedness as makers, endorsers or otherwise, in considera-

tion thereof, have granted, bargained, sold, and conveyed and by these presents do they grant, bargain, sell and
convey to the said party of the second part the property hereinafter described—that is to say, situated in the County of
Shelby, in the State of Alabama, and more particularly known as

Lot No. 3, described as follows: Commence at the Southwest corner of Section 24,
Township 21 South, Range 1 West, thence run East along the South line of said
Section a distance of 630.95 feet to the East line of Thompson Street; thence
turn an angle of 96 deg. 02 min. to the left and run along Thompson Street a
distance of 236.29 feet to the point of beginning; thence continue along Thompson
Street a distance of 95.52 feet; thence turn an angle of 96 deg. 02 min. to the
right and run a distance of 368.06 feet; thence turn an angle of 88 deg. 14 min.
to the right and run a distance of 95.01 feet; thence turn an angle of 91 deg.
45 min. to the right and run a distance of 360.95 feet to the point of beginning.
Situated in the SW 1/4 of SW 1/4 of Section 24, Township 21 South, Range 1 West,
Huntsville Meridian, Columbiana, Alabama.

Lot No. 4, described as follows: Commence at the Southwest corner of Section 24,
Township 21 South, Range 1 West; thence run East along the South line of said
Section a distance of 1319.97 feet; thence turn an angle of 90 deg. 47 min. to
the left and run a distance of 235.00 feet to the point of beginning; thence
continue in the same direction a distance of 95.00 feet; thence turn an angle of
89 deg. 13 min. to the left and run a distance of 354.06 feet; thence turn an
angle of 91 deg. 46 min. to the left and run a distance of 95.01 feet; thence
turn an angle of 88 deg. 14 min. to the left and run a distance of 352.43 feet
to the point of beginning. Situated in Section 24, Township 21 South, Range 1
West, Huntsville Meridian, Columbiana, Alabama. Situated in Shelby County,
Alabama.

First National Bank of Columbiana
P. O. Box 977, Columbiana, AL. 35051

See Release Moody et al 58pg 411 (823334)

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TO HAVE AND TO HOLD to the said party of the second part, its successors and assigns, forever. But this Deed is intended to operate as a Mortgage and is subject to the following condition -- that is to say, if the party of the first part shall pay and satisfy the debt above described and any other indebtedness to the owner or holder hereof as described on page 1 of this mortgage at the time or before the same falls due, then this conveyance shall be null and of no effect; but on default of the payment of any installment of the indebtedness or the interest thereon secured hereby, all of the indebtedness shall become due and payable, then the said party of the second part, its successors, or assigns, may take the above-described property into possession, and having or not having the same in possession, may sell the same to the highest bidder, at public auction at Columbiana, Alabama, for cash, having advertised such sale in some newspaper published in said County by three weekly insertions, or by posting at three public places in said County for not less than twenty days at the option of the mortgagee, and execute titles to the purchaser at said sale, and shall apply the proceeds to the payment of the expenses incident to said sale, including all costs of collection, taking possession of and caring for said property, and all attorney's fees, and the payment in full of the said demand hereby secured, including any other indebtedness as described on page 1 hereof, and pay over the remainder, if any, to the said party of the first part. And it is further agreed that the mortgagee may buy the above described property at said sale, and the auctioneer crying the same may execute titles to the purchaser. It is further agreed that the party of the first part shall insure the buildings on said property in some good and responsible fire insurance company for a sum equal to the indebtedness hereby secured, with loss, if any, payable to the party of the second part as their interest may appear. And said party of the first part agrees to regularly assess said property, and pay all taxes on the same which may become due on said property during the pendency of this mortgage.

It is further agreed that if the said party of the first part shall fail to assess said property and pay taxes on same, or to insure said buildings, then the said party of the second part may pay the same and take out said insurance, and this conveyance shall stand at security for the same.

We further certify that the above property has no prior lien or encumbrance thereon.

Witness our hands and Seal S, the day and year above written.

Signed, Sealed, and Delivered in the Presence of
I acknowledge receipt of a copy of
this instrument

Signed

Freddie Lee Moody
Dell Edmondson Moody

AUTION--IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS
CONTRACT BEFORE YOU SIGN IT.

Freddie Lee Moody (L. S.)
Dell Edmondson Moody (L. S.)

(L. S.)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1982 MAY 17 AM 9:36

Thomas A. Shoverlin, Jr.
JUDGE OF PROBATE

mtg. 12.00
Rec. 3.00
Ind. 1.00
16.00

THE STATE OF ALABAMA
Shelby County.

I, the undersigned, a Notary Public in and for said County
hereby certify that Freddie Lee Moody and wife, Dell Edmondson Moody

whose name S are signed to the foregoing conveyance, and who are known to me, acknowledged before
me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on
the day the same bears date.

Given under my hand, this 12th day of May, 1982

Debra R. Stewart

My Commission Expires January 30, 1985

MORTGAGE

TO

THE STATE OF ALABAMA,
Shelby County

I, Judge of Probate for said County, hereby certifies
that the within Mortgage was filed in my office for
record at o'clock M., on the day of 19

and duly recorded on the day of 19

in Mortgage Record, Vol. No., on pages Judge of Probate

Recording

Certificate

THE STATE OF ALABAMA,

Shelby County

I, Judge of Probate for said County, hereby certifies
that the following privilege tax has been paid on the
within instrument as required by Acts 1902 and 1908
-- viz: cents Judge of Probate